store to the amount of their indorsement, and a share of the net profits, and if the venture proved a loss, a sufficient amount of goods were to be turned over to them to secure them on their indorsement. *Held*, the defendants, having a proprietary interest in the business and its profits, were liable as partners. *McGovern et al.* v. *Mattison et al.*, 22 N. E. Rep. 398 (N. Y.).

SALES.—"As against third parties, a vendor of personal property must take actual possession, and such possession must be open, notorious, and unequivocal, such as to apprise those accustomed to deal with the vendor that the goods have changed hands." *Herr* v. *Denver Milling Co.*, 22 Pac. Rep. 770 (Col.).

STATUTE OF LIMITATIONS — NUISANCE.—Where a railroad company constructs its road-bed so that at times an overflow of adjoining lands is caused, there may be as many recoveries as there are successive injuries, and the statute of limitations begins to run on the happening of the particular overflowing of which complaint is made. *St Louis, I. M. & S. Ry. Co.* v *Biggs*, 12 S. W. Rep. 331 (Ark.).

TRUSTS—INVESTMENT OF TRUST FUNDS.—A trustee, having no directions as to the mode of investing trust funds, cannot invest them in personal securities. *Simmons* v. *Oliver et al.*, 43 N. W. Rep. 561 (Wis.).

TRUSTS—VENDOR OF LAND—DOWER.—Complainant was in possession of land under a contract to convey. After the contract was made the vendor married. He died intestate, and the complainant brings his bill for specific performance. *Held*, that the intestate was constructive trustee at the time of his marriage, and his wife got no dower in the land. *Hunkins* v. *Hunkins*, 18 Atl. Rep. 655 (N. H.).

WILLS—TESTAMENTARY CAPACITY—BURDEN OF PROOF.—The jury were charged, in substance, that the burden of sustaining the will rested on him who asserted its validity, and unless he showed by the burden of proof that the testator was of sound mind and memory at the time of executing the will, they must find for the opponents. *Held*, error, as imposing a higher degree of proof on him who set up the will than the law required. *Pendlay et al.* v. *Eaton et al.*, 22 N. E. Rep. 853 (Ill.).

The decision of the court only went to the extent of saying, that, under the circumstances of the case, the charge was misleading. But from the general tenor of the opinion it would seem that the court thought, after evidence of a proper execution was introduced, the burden of proof for the whole case was on those opposing the will. That is, the court confound the "burden of proof" with the duty of "going forward with evidence." For the better view see *Sutten* v. *Sadler*, 3 C. B. N. S. 87–89; *Barnes* v. *Barnes*, 66 Me. 286; *Crowninshield* v. *Crowninshield*, 2 Gray, 524. See, however, *contra*, *McCoon* v. *Allen*, 17 Atl. Rep. 820 (N. J.), digested in 3 Harv. L. Rev. 188.

REVIEW.

THE LAW OF LIBEL, in its Relation to the Press. By Hugh Frazer, M.A., LL.M., etc. London: Reeves & Turner, 1889. pp. xix, 135.

This little book, a practical handbook on the law of newspaper libel is primarily designed, as the preface tells us, to meet the needs of those connected with the press. The law is stated in propositions numbered as articles,—a favorite arrangement among recent English legal writers and a few Americans,—while amplifications, limitations, and illustrations follow the articles in the shape of notes. The English authorities cited are numerous, the English statutes are carefully noticed throughout the text and conveniently collected in the appendix.

The work shows every mark of care; the articles are clear, condensed, and thorough. The notes and citations show learning and industry. The book cannot fail to be handy and serviceable, because it is brief, and yet apparently complete; and it will undoubtedly prove valuable to journalists, and so accomplish fully the design of the author.

L. F. H.